

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KURT SKAU, on behalf of himself and on
behalf of others similarly situated,

Plaintiff,

v.

JBS CARRIERS, INC., a Delaware
corporation,

Defendant.

NO. 2:18-CV-00681-RAJ

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

This matter comes before the Court on Plaintiff's motion for final approval of class settlement (Dkt. # 71), Plaintiff's declarations from class counsel and the settlement administrator in support of final approval (Dkt. ## 72-73), and Plaintiff's motion and declarations in support of his motion for attorneys' fees and costs (Dkt.

1 ## 67-69). This litigation involves Defendant's alleged wage and hour violations. *See*
2 *generally* Dkt. No. 1-1. The Court has considered the following:

3 The Parties have entered into a Class Action Settlement Agreement and Release
4 (the "Settlement Agreement"), which sets forth the terms and conditions of the
5 settlement and release of claims against Defendant. Having reviewed and considered
6 the Settlement Agreement and all the filings, records, and other submissions, as well as
7 having held a Final Fairness Hearing on February 5, 2021 at 9:00 a.m., the Court finds
8 that the Settlement Agreement appears fair, reasonable, and adequate and that the
9 Settlement Agreement should be finally approved pursuant to the terms and conditions
10 set forth therein.

11 Therefore, the Court **FINDS** and **ORDERS** as follows:

12 1. Unless otherwise provided herein, all capitalized terms in this Order shall
13 have the same meaning as set forth in the Settlement Agreement (Dkt. # 60-1).

14 2. This Court has jurisdiction over the subject matter of this Action and
15 personal jurisdiction over the Parties and the Settlement Class.

16 3. This Court confirms the proposed Settlement Class satisfies the
17 requirements of Fed. R. Civ. P. 23, as found in the Court's Order Granting Preliminary
18 Approval of Class Action Settlement (Dkt. # 65) and finds that the Settlement Class is
19 properly certified as a class for settlement purposes.

20 4. The Notice provided to the Settlement Class conforms with the
21 requirements of Fed. R. Civ. P. 23, the Washington and United States Constitutions, and
22 any other applicable law, and constitutes the best notice practicable under the
23 circumstances, by providing individual notice to all Settlement Class Members who
24 could be identified through reasonable effort, and by providing due and adequate notice
25 of the proceedings and of the matters set forth therein. The Notice fully satisfied the
26 requirements of due process.

1 5. The Court finds that the Settlement was entered into in good faith as the
2 result of arm's-length negotiations between experienced attorneys, that the Settlement is
3 fair, reasonable, and adequate, and that the Settlement satisfies the standards and
4 applicable requirements for final approval of this class action Settlement under
5 Washington law and the provisions of Fed. R. Civ. P. 23.

6 6. All Settlement Class Members received notice with no such members
7 having objected to or opted out of the Settlement.

8 7. Upon entry of this Order, compensation to the participating members of
9 the Settlement Class shall be effected pursuant to the terms of the Settlement
10 Agreement.

11 8. In addition to any recovery that Plaintiff may receive under the
12 Settlement, and in recognition of the Plaintiff's efforts on behalf of the Settlement
13 Class, the Court hereby approves the payment of a service award to Plaintiff Kurt Skau
14 in the amount of \$2,500.

15 9. The Court approves payment of \$1,000 to the Settlement Administrator
16 for its fees and costs to administer the notice program.

17 10. The Court approves the payment of attorneys' fees and litigation costs to
18 Class Counsel in the sum of \$100,000. When state substantive law applies to a
19 plaintiff's claims, attorneys' fees are to be awarded in accordance with state law.
20 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). In Washington,
21 where a prevailing plaintiff is entitled to statutory fee shifting under the relevant statute,
22 it is appropriate to use a lodestar calculation to determine an attorney fee award. *See*
23 *Morgan v. Kingen*, 169 P.3d 487, 496-97 (Wash. Ct. App. 2007). Here, Class Counsel
24 are entitled to attorneys' fees and costs under RCW 49.46.090(2), RCW 49.48.030 and
25 RCW 49.52.070. "The 'lodestar' is calculated by multiplying the number of hours the
26 prevailing party reasonably expended on the litigation by a reasonable hourly rate."

1 *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 978 (9th Cir. 2008) (citing *Ferland v.*
2 *Conrad Credit Corp.*, 244 F.3d 1145, 1149 n.4 (9th Cir. 2001)). The Court has
3 reviewed the parties' submissions and finds that the lodestar figure is \$222,583.50 for
4 726.5 hours worked. Dkt. ## 68, 69. The Court finds that the lodestar figure reflects
5 reasonable hourly rates for several attorneys and their staff and reflects the number of
6 hours reasonably expended on the litigation. Given that Class Counsel's requested fees
7 and costs of \$100,000 are far less than its lodestar figure, which is itself presumptively
8 reasonable, the Court finds that the requested amount of \$100,000 is fair and reasonable.
9 The attorneys' fees and costs awards shall be distributed to Class Counsel in accordance
10 with the terms of the Settlement Agreement.

11 11. Upon the date on which this order is entered, Plaintiff and all members of
12 the Settlement Class, shall have, by operation of this Order and the accompanying
13 Judgment, fully, finally and forever released, relinquished, and discharged JBS Carriers,
14 Inc. from all claims as defined by the terms of the Settlement. Upon the date on which
15 this order is entered, all members of the Settlement Class shall be and are hereby
16 permanently barred and enjoined from the institution or prosecution of any and all of the
17 claims released under the terms of the Settlement.

18 12. This Court finds that no Settlement Class Members have timely and
19 properly excluded themselves from the Settlement Class. The Court hereby dismisses
20 this action with prejudice as to all Settlement Class Members.

21 13. Pursuant to the Settlement Agreement, this Order shall constitute a
22 dismissal of this action on the merits with prejudice with respect to Defendant, without
23 fees or costs to any party except as provided in the Settlement Agreement and approved
24 by the Court.

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1 Without affecting the finality of this Final Approval Order and Judgment for the
2 purposes of appeal, this Court shall retain jurisdiction as to all matters relating to
3 administration, consummation, enforcement, and interpretation of the Settlement
4 Agreement and the Final Approval Order, and for any other necessary purpose.

5 IT IS SO ORDERED.

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7 DATED this 11th day of February, 2021.

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11 The Honorable Richard A. Jones
12 United States District Judge
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